

RESTRICTIVE COVENANT

#97

OWNER: Melridge Terrace, L.P., a Texas limited partnership

ADDRESS: 2111 Melridge Place, Unit A, Austin, Texas 78704

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the City of Austin to the Owner, the receipt and sufficiency of which is acknowledged.

PROPERTY: A 1.586 acre (69,088 sq. ft.) tract of land, more or less, out of the Henry P. Hill League No. 2, Travis County, the tract of land being more particularly described by metes and bounds in Exhibit "A" incorporated into this covenant.

WHEREAS, the Owner (the "Owner", whether one or more) of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions;

NOW, THEREFORE, it is declared that the Owner of the Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant ("Agreement"). These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Property, its heirs, successors, and assigns.

1. All residential and commercial development shall comply with Austin Energy Green Building Program (GBP) for a minimum three-star rating.
2. Drainage associated with any improvements or development of the Property shall be directed towards the Town Lake Watershed.
3. Owner/developer shall provide on-site stormwater management controls to ensure downstream off-site flows are at or below the current undeveloped condition flow rates. At site plan, the flow rates shall be measured as determined by the City of Austin Drainage Criteria Manual, Section 2, (*Determination of Stormwater Runoff*), as a baseline for determining downstream off-site flows for the two (2), ten (10), twenty-five (25) and one-hundred (100) year frequency storms. After development, the stormwater runoff peak flows shall not exceed the baseline flow rates or the capacities of the existing downstream drainage systems.
4. If any person or entity shall violate or attempt to violate this Agreement, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such Agreement, to prevent the person or entity from such actions, and to collect damages for such actions.

5. If any part of this Agreement is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this Agreement, and such remaining portion of this Agreement shall remain in full effect.
6. If at any time the City of Austin fails to enforce this Agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.
7. This Agreement may be modified, amended, or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin, and (b) by the owner(s) of the Property, or a portion of the Property, subject to the modification, amendment or termination at the time of such modification, amendment or termination.

EXECUTED this the 18 day of November, 2010.

OWNER:

Melridge Terrace, L.P.,
a Texas limited partnership

By: 

Ryan Diepenbrock,
Sole Manager

APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

THE STATE OF TEXAS

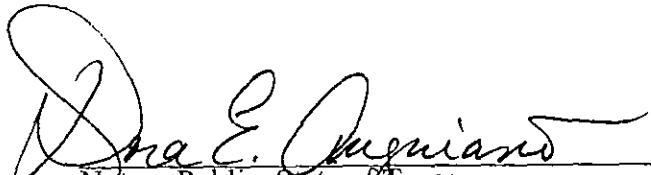
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COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the 18 day of November 2010, by Ryan Diepenbrock, as sole manager, on behalf of Melridge Terrace, L.P., a Texas limited partnership.




Notary Public, State of Texas

After Recording, Please Return to:
City of Austin
Department of Law
P. O. Box 1088
Austin, Texas 78767-1088
Attention: Diana Minter, Paralegal